**PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

**EX PARTE GAUTIER ET AL.**

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**Application for Patent**

**Filed October 15, 2003**

**Serial No. 10/688,213**

**Group Art Unit 3696**

**Examiner: SEE, Carol A.**

**FOR:**

**METHOD AND SYSTEM FOR NETWORK-BASED ALLOWANCE CONTROL**

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# REPLY BRIEF

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In Response to the Examiner's Answer mailed July 7, 2011, Applicants offer the following additional comments which serve to supplement Applicant's Appeal Brief filed April 20, 2011.

## I. ARGUMENT [Supplemented]

Applicant initially notes that the Examiner's Answer, on pages 20-43, provided some new reasoning in an effort to sustain the current rejections. However, the requirements to prove a *prima facie* case of obviousness have still not been met by the Examiner, as further noted below.

### A. CLAIM 1

The Examiner's Answer, on pages 22-23 alleges that Fleming "show set up of a child account in addition to showing a completed parent request for increase to a child's available credit limit, that amount being in the amount of an allowance, an amount of **money** being made available to the recipient, the child. … Fleming further shows wherein the transfer of the **money** periodically in the amount of the allowance increment … a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of **money** then credited to recipient account and debited from the user account." (emphasis added). Applicants respectfully assert that the Examiner is improperly reading into the prior art what is not there.

As stated in Applicants' Appeal Brief, Fleming specifically simply teaches that **credit** is given on a credit card that has to be paid back to the credit card issuer, which clearly is **not** a transfer of **money**. As also taught in Fleming, a **credit limit** is the maximum amount of credit that a financial institution or other lender will extend to a debtor for a particular line of credit. There is no transfer of money from the credit card company to the credit card holder and in fact, Fleming teaches away from transferring money.

Indeed, the only two places Fleming mentions the word "money" is to disclose that "Allowances are a common way parents help children learn about money and

personal finances" (Col. 14, lines 46-47) and "The children's card also provides for allowances, a common way parents help children learn about money and personal finances." (Col. 16, lines 50-52). As such, no where does Fleming teach or suggest the use of money. Accordingly, Fleming is silent as to and does not teach or suggest each and every element as recited in claim 1.

**Claim 4**

The Examiner refers back to the arguments made with respect to claim 1 and simply reiterates arguments from the Final Office Action. Thus, the responsive arguments in Applicants' Appeal Brief would similarly apply here.

**Claim 5**

The Examiner refers back to the arguments made with respect to claim 1 and contends that "Fleming discuses a parent funding an allowance for a child." However, as discussed above with respect to claim 1, Fleming teaches that the allowance is simply a credit. Fleming does not teach or suggest that the funding of the allowance is funding of money. As such, Fleming does not teach or suggest "modifying the period of time, thereby updating the allowance that has previously been set up for the recipient" as recited in claim 5. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 5 must be reversed for this additional reason as well.

**Claim 6**

The Examiner referred back to the arguments made with respect to claim 5. However, similar to claim 5, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 6 must be reversed for this additional reason as well.

**Claim 11**

The Examiner, on page 27, again simply cites col. 3, lines 35-36 and col. 4, lines 52-53 of Fleming as teaching claim 11. The Examiner's Answer contends that Fleming

"shows where an account held by a recipient may be a debit card, which means that credit card information of the recipient would not be stored as the account may be a debit card, in which no credit card information of the recipient would be warranted." However, upon a closer reading of the citation, Fleming simply teaches:

> In another preferred embodiment of the invention, the child's account is a debit card account and the parent's account is a credit or debit card account. (Col. 3, lines 35-36)
>
> The system can be used to provide a mechanism for supervising credit or debit card usage. (Col. 4, lines 52-53)

Nowhere does Fleming teach or suggest what is asserted in the Examiner's Answer. Rather, the citation provided in the Examiner's Answer appears to support Applicants' Argument that credit card information would be stored with the user's account. Additionally, Applicants respectfully assert that the Examiner is improperly reading into the prior art what is not there. At best, it appears the Examiner's argument is based on inherency. However, "inherency … and its obviousness are entirely different questions. That which may be inherent is not necessarily known. Obviousness cannot be predicated on what is unknown." (*In re Sportsmann*, 363 F.2d 444, 448, 150 USQ 449, 452, (CCPA 1966)). As such, Fleming does not teach or suggest "wherein credit card information of the recipient is not stored in association with the recipient account" as recited in claim 11.

**Claims 3, 8, 9, 12, 14-25, 38, and 42-47**

The Examiner refers back to the arguments made with respect to claim 1 and did not address these claims in the Examiner's Answer.

**Claim 56**

The Examiner's Answer, on pages 30-31 alleges that Fleming "show set up of a child account in addition to showing a completed parent request for increase to a child's available credit limit, that amount being in the amount of an allowance, an amount of **money** being made available to the recipient, the child. … Fleming further shows

wherein the transfer of the **money** periodically in the amount of the allowance increment … a completed parent request for increase to a child's available credit limit, that amount requested being the amount of a set allowance, which is an amount of **money** then credited to recipient account and debited from the user account." (Emphasis added). Applicants respectfully assert that the Examiner is improperly reading into the prior art what is not there.

As stated in Applicants' Appeal Brief, Fleming specifically simply teaches that **credit** is given on a credit card that has to be paid back to the credit card issuer, which clearly is **not** a transfer of **money**. As also taught in Fleming, a **credit limit** is the maximum amount of credit that a financial institution or other lender will extend to a debtor for a particular line of credit. There is no transfer of money from the credit card company to the credit card holder and in fact, Fleming teaches away from transferring money.

In fact, the only two places Fleming mentions the word "money" is to disclose that "Allowances are a common way parents help children learn about money and personal finances" (Col. 14, lines 46-47) and "The children's card also provides for allowances, a common way parents help children learn about money and personal finances." (Col. 16, lines 50-52). As such, no where does Fleming teach or suggest the use of money, just credits. Accordingly, Fleming is silent as to and does not teach or suggest each and every element as recited in claim 56.

**Claim 62**

The Examiner refers back to the arguments made with respect to claim 1 and did not address this claim in the Examiner's Answer. Accordingly, similar to claim 1, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 62 must be reversed for this additional reason as well.

**Claim 63**

The Examiner's Answer, on page 38, alleges that since "Fleming shows receiving an allowance request from a user indicating a request to set up an allowance for the recipient, … an allowance that provides an amount for purchases by a recipient,

indicating amount is available for purchases from e.g., a store", Fleming teaches "the allowance providing an amount of store credit available from the user to the recipient for use at a network-based store" as recited in claim 11. However, as stated above with respect to claim 1, the allowance is simply a credit that is provided to a child. Fleming is silent as to and clearly does not teach or suggest that the allowance is "an amount of **store credit** available from the user to the recipient for use at a network-based store" as recited in claim 63. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 63 must be reversed for this additional reason as well.

**Claim 64**

The Examiner refers back to the arguments made in the Final Office Action and did not specifically address this claim in the Examiner's Answer.

**Claim 65**

The Examiner refers back to the arguments made with respect to claim 63 and did not address this claim in the Examiner's Answer. Accordingly, similar to claim 63, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 65 must be reversed for this additional reason as well.

**Claim 2**

The Examiner's Answer, on page 42, again cites Fig. 7B of the Herman reference and states "a provision is made for use to 'name deposit now' and to deposit amount again every week, month, or year. However, as stated in Applicants' Appeal Brief on page 31, Herman simply teaches that the day of the month may be specified for the deposit and is silent as to and does not teach or suggest "the allowance increment is to be transferred to the recipient account on a monthly basis" as recited in claim 2. Accordingly, the rejection is unsupported by the art and as such, Applicants respectfully submits that the outstanding rejection of claim 2 must be reversed for this additional reason as well.

**Claim 13**

The Examiner's Answer, on page 43, alleges that "the cited portion of Maritzen indicates that data associated with an account (meta account information) is stored, and this meta account information is an extraction of a user's identity as opposed to an actual user's address, thereby clearly indicating that an address associated with the account is not stored." Applicants' respectfully disagree. Nowhere does Maritzen teach or suggest "wherein an address of the recipient is not stored in association with the recipient account" as recited in claim 13. At best, it appears the Examiner's argument is based on inherency. However, "inherency … and its obviousness are entirely different questions. That which may be inherent is not necessarily known. Obviousness cannot be predicated on what is unknown." (*In re Sportsmann*, 363 F.2d 444, 448, 150 USQ 449, 452, (CCPA 1966)).

## B. CONCLUSION

It is respectfully requested that the Board reverse the rejection of all pending claims under 35 §103(a).

In the interest of speedy and just determination of the issues and for the many reasons set forth in this Reply Brief, it is requested that the Board reverse the Examiner's rejection and should order the Examiner to pass this application to allowance.

If any additional fees are required in connection with the filing of this Reply Brief, the Commissioner is authorized to charge Deposit Account No. 504298 (Order No. 101-P287).

Respectfully submitted,

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